Bangalore South City Corporation

REQUEST FOR PROPOSALS

"Supply of Resource persons on outsource basis with Graduate Civil Engineers / Diploma Civil Engineers for Bengaluru South City Corporation".

Office of the Executive Engineer, Traffic Engineering and Mobility Cell,
2nd floor, 9th Main Road, Jayanagara 2nd block,
Bengaluru -560011

Bengaluru South City Corporation

Office of the Executive Engineer, Traffic Engineering and Mobility Cell, 2nd floor, 9th Main Road, Jayanagara 2nd block, Bengaluru -560011 email: tecsouthpalike@gmail.com

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No: EE/TE & M Cell/BSCC/TEND / 11/2026-27 Date:23.06.2026

INVITATION FOR TENDER(IFT)
(Two Cover System)
(Short Term Tender)
(Through GOK KPPP Portal Only)

1. The Executive Engineer, TE&MC, Bengaluru South City Corporation (BSCC), on behalf of the Commissioner, invites online tenders (Technical and Financial) for appointing Agency for **"Supply of Resource persons on outsource basis with Graduate Civil Engineers / Diploma Civil Engineers for Bengaluru South City Corporation".**

2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest Money Deposit (EMD) shall be furnished in any of the forms specified in the tender document and shall remain valid for 180 days beyond the validity of the tender.

4 Tenders must be submitted online through KPP portal on or before **16.00 hours on 31-07-2026** and the tender shall remain valid for a period of 180 days from the date of opening of technical bid as per e procurement portal guidelines.

5 Other details can be seen in the tender documents.

TABLE

Sl No	Name of work	Amount Put to Tender (Including GST)	EMD	Cost of tender form in Rs.
		Rs in Lakhs	Rs	
1	"Supply of Resource persons on outsource basis with Graduate Civil Engineers / Diploma Civil Engineers for Bengaluru South City Corporation".	287.45	Rs.4,32,000/-	As per KPPP Portal

1	Availability of Tender Document in KPPP portal	:	24.07.2026 Onwards
2	Date and time of per-bid meeting	:	27.07.2026 at 15:00 Hrs
3	Last date & time for Queries	:	27.07.2026 at 16:00 Hrs
4	Last Date & Time for receipt of Tenders	:	31.07.2026 at 16:00 Hrs
6	Opening of Technical bid	:	01.08.2026 after 16:30 Hrs
7	Opening of Financial bid (if possible)	:	03.08.2026 at 16.30 Hrs

NOTE:

1) The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderers responsibility to verify the KPP portal for the latest information related to the tender, KPP portal help desk telephone numbers are: 080-22371090/22373788. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non- accessibility of KPP portal due to internet connectivity issues and technical glitches.

2) Any corrigendum/addendum will be published in the KPP portal only.

Sd/-
Executive Engineer (Zone-1 & 2),
Traffic Engineering and Mobility Cell
Bengaluru South City Corporation

1. Copy Submitted to the Hon'ble Commissioner, BSCC for kind information.
2. Copy Submitted to the Additional Commissioner (Development), BSCC for kind information.
3. Copy Submitted to the Chief Engineer (Zone-1 & 2), BSCC for kind information.
4. Copy Submitted to the Superintending Engineer (Zone-1 & 2), BSCC for kind information.
5. Copy to the Public Relation Officer, BSCC for information and to publish the same in two leading Newspapers in Kannada and English.
6. Office Copy Notice Board.

Executive Engineer (Zone-1 & 2),
Traffic Engineering and Mobility Cell
Bengaluru South City Corporation

CONTENTS

Sl. No.	Section No.	Topic	Page No.
1	Section-I	Invitation for Tenders (IFT)	1-1
2	Section-II	Instruction to Tenders (ITT)	3-17
		Data Sheet	18-21
3	Section-III	General Conditions of Contract (GCC)	22-32
4	Section-IV	Special Conditions of Contract (SCC)	33-38
5	Section-V	Schedule of Requirements	39-53
6	Section-VI	Performance Specifications	54-55
7	Section-VII	Qualification Criteria	56-57
8	Section-VIII	Tender Form, Price Schedule Activity	58-63
9	Section-IX	Details of Service Provider, Power of Attorney and Affidavit/Declaration	64-67
10	Section-X	Performance Security Bank Guarantee Form	68-68
11	Section-XI	Contract Form	69-70
12	Section-XII	Proforma for Performance Statement for the last five years	71-71

SECTION II: INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

Clause No.	Topic	Page No.
	A. Introduction	
1	Eligible Tenderers	5-5
2	Cost of Tendering	5-5
	B. Tender Documents	
3	Contents of Tender Documents	5-6
4	Clarification of Tender Documents	6-6
5	Amendment of Tender Documents	6-6
	C. Preparation of Tenders	
6	Language of Tender	6-6
7	Documents Constituting the Tender	6-7
8	Tender Form	7-7
9	Tender Prices	7-8
10	Tender Currency	8-8
11	Documents Establishing Tenderer's Eligibility and Qualifications	8-8
12	Documents Establishing Service Eligibility and Conformity to Tender Documents	8-8
13	Earnest Money Deposit	9-9
14	Period of Validity of Tenders	9-10
15	Format and Signing of Tender	10-10
	D. Submission of Tenders	
16	Submission of Tenders	10-10
17	Deadline for submission of Tenders	10-10
18	Late Tenders	10-10
19	Modification and Withdrawal of Tenders	11-11
	E. Tender Opening and Evaluation of Tenders	
20	Opening of Tenders by the Employer	11-11
21	Clarification of Tenders	11-11
22	Preliminary Examination	11-12
23	Evaluation and Comparison of Tenders	12-14

24	Contacting the Employer	14-15

	F. Award of Contract	
25	Post-qualification	15-15
26	Award Criteria	15-15
27	Employer's Right to Vary Quantities at Time of Award	15-15
28	Employer's Right to Accept any Tender and to Reject any or all Tenders	15-15
29	Notification of Award	16-16
30	Signing of Contract	16-16
31	Performance Security	16-16
32	Corrupt and Fraudulent Practices	16-17
	DATA SHEET	18-21

SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers

1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide service for the preparation of the Performance Specifications, Qualification Information and Eligibility Criteria and other documents to be used for the procurement of the service to be purchased under this Invitation of Tenders.

1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender and The Commissioner, Bengaluru South City Corporation herein after referred to as "the Employer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

3.1 The service required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

a	:	Invitation for Tenders (IFT)
b	:	Instruction to Tenders (ITT) and Data Sheet
c	:	General Conditions of Contract (GCC)
d	:	Special Conditions of Contract (SCC)
e	:	Schedule of Requirements
f	:	Performance/Service Specifications
g	:	Qualification Criteria
h	:	Tender Form, Price Schedule Activity
i	:	Details of Service Provider, Power of Attorney and Affidavit/Declaration
j	:	Performance Security Bank Guarantee Form
k	:	Contract Form
l	:	Pro-forma for Performance Statement for the last five years

3.2 The Tender is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in rejection of its tender.

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or by email at the Employer's mailing address indicated in the Invitation for Tenders. The Employer will respond in writing to any request for clarification of the tender documents which it receives not later than **15 days** prior to the deadline for submission of tenders prescribed by the Employer. Written copies of the Employer's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the KPP portal only.

4.2 The tenderer may attend pre-tender meeting scheduled on date: 27.07.2026 a t 15.00 PM in the office of Chief Engineer, Zone-1, 2nd floor, 9th Main Road, Jayanagara 2nd block, Bengaluru -560011

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by email or through KPP portal will be binding on them.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Employer, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer, shall be written in *English language*. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the *English language* in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

7.1 The tender prepared by the tenderer shall comprise the following components and relevant documents shall be uploaded in the KPP portal:

(a) A tender form, price schedule activity and other forms completed in accordance with ITT Clause 8, 9 & 10 **(Section-VIII)**.

(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted **(Section-VI, VII, VIII, IX & XII)**;

(c) Documentary evidence established in accordance with ITT Clause 12 that the service and ancillary services to be provided by the Tenderer are eligible services and conform to the tender documents **(Section-VIII)**;

(d) Earnest money deposit furnished in accordance with ITT Clause 13 **(Copy of EMD paid in KPP Portal)** and

(e) Documentary evidence for compliance to Performance/Service Specifications provided in the **(Section-VI).**

8. Tender Form

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the service to be provided, a brief description of the service, their country of origin, quantity and prices.

9. Tender Prices

9.1 The Tenderer shall indicate on the Price Schedule Activity the unit prices and total tender prices of the service it proposes to provide under the Contract. To this end, the tenderers are allowed the option to submit the tenders for all schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of services specified under all schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

9.2 Prices indicated on the Price Schedule activity shall be entered separately in the following manner:

(i) The price of the service, quoted including all duties and GST already paid or payable

(ii) Any GST which will be payable on the service if this Contract is awarded;

(iii) The price for insurance and other local costs incidental to Performance of the service to their final destination; and

(iv) The price of other incidental service listed in Clause 4 of the Special Conditions of Contract.

9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Employer and will not in any way limit the Employer's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price tender will be treated as non- responsive and rejected, pursuant to ITT Clause22.

10. Tender Currency

10.1 Prices shall be quoted in **Indian Rupees (INR)**:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Employers satisfaction:

(a) That the Tenderer has the financial and performance capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
(ii) Details of experience and past performance of the tenderer on services offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents Establishing Service' Eligibility and Conformity to Tender Documents

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all service which the tenderer proposes to provide under the contract.

12.2 The documentary evidence of conformity of the service to the tender documents may be in the form of document and data and shall consist of:

(a) a detailed description of the essential Performance and performance characteristics of the service;

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(a) above, the Tenderer shall note that standards for services, and references to performance specifications and qualification information and eligibility criteria are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, provided to the Employer's satisfaction that the substitutions ensure substantial equivalence to those designated in the Performance Specifications.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V Schedule of Requirements.

13.2 The earnest money deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause13.7.

13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

(a) Be payable in the form as required by the tender document and KPP portal through tenders registered ID. Any tender submitted without earnest money deposit is rejected by KPP portal end.

(b) If portion of EMD is required through BG, the bank guarantee be substantially in accordance with the form of earnest money deposit included in (Section- IX), or other form approved by the Employer prior to tender submission;

(c) Be payable promptly upon written demand by the Employer in case any of the conditions listed in ITT Clause 13.7 are invoked;

(d) Be submitted in its original form; copies will not be accepted; and

(e) Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause14.2.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Employer as non-responsive, pursuant to ITT Clause22.

13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Employer, pursuant to ITT Clause14.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause30, and furnishing the Performance security, pursuant to ITT Clause 31.

13.7 The tender security may be forfeited:

(a) If a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:

(i) To sign the Contract in accordance with ITT Clause 30; or

(ii) To furnish performance security in accordance with ITT Clause31.

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Employer, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Employer as non- responsive.

14.2 In exceptional circumstances, the Employer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 The Service provider shall obtain digital signature from the designated companies as given in the KPP Portal and then get registered on the KPP portal. The user ID and password would be assigned by the system. The Service provider shall submit/ upload his tender along with all requisite documents through e-procurement platform by using the user ID and digital signature. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons signing the tender.

15.2 The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender

15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

15.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. Submission of Tenders

16. Submission of Tenders

16.1 The Service provider shall upload the tender through the KPPP Portal platform. No other mode of submission is permitted.

17. Deadline for Submission of Tenders.

17.1 Tenders must be submitted/ uploaded by the tenderers no later than the date and time specified for the submission of tenders through the e-procurement platform. The e-procurement platform will not accept the tenders after the stipulated date and time (as per the e-procurement platform time).

17.2 The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1 Any tender received by the Employer after the deadline for submission of tenders prescribed by the Employer, pursuant to ITT Clause17, will be rejected.

19. Modification and Withdrawal of Tenders

19.1 Tenderers may modify or withdraw their tenders by uploading in the KPP portal before the deadline prescribed in ITT Clause 17.

19.2 The Tenderer's modification or withdrawal notice shall be uploaded through KPP portal by mention as "Addendum or Corrigendum," as appropriate in accordance with the provisions of ITT Clause 16.

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's for feature of its earnest money deposit, pursuant to ITTClause13.7.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Employer

20.1 The Employer will open/unlock all tenders, in the presence of Tenderers' representatives who choose to attend in the office of TE&MC BSCC. The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Employer, the tenders shall be opened at the appointed time and location on the next working day.

20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at the time of tender opening.

20.3 Tenders that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

20.4 The Employer will prepare minutes of the tender opening and the same will be uploaded in the KPP portal.

21. Clarification of Tenders

21.1 During evaluation of tenders, the Employer may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Employer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization, shall be treated as non-responsive.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the service provider does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

22.3 The Employer may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Employer will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning performance security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCCClause28), Applicable law (GCCClause30) and Taxes & Duties (GCCClause32) will be deemed to be a serviced deviation. The Employer's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

23.1 The Employer will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for all the schedules together. No tender will be considered if the complete requirements covered in the schedule of requirement is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed to tender for all service and to offer discounts for combined service. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Employer in deciding award(s) for each schedule.

23.2 The Employer's evaluation of a tender will exclude and not take into account:

(a) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.3 The Employer's evaluation of a tender will take into account, in addition to the tender price and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Performance Specifications:

(a) Cost of insurance and other costs within India incidental to the performance of services to their final destination;

(b) Performance schedule offered in the tender;

(c) Deviations in payment schedule from that specified in the Special Conditions

of Contract;

(d) The cost of services;

(e) The availability in India of manpower services offered in the tender;

(f) The projected operational costs during the period of services; and

(g) The performance of the service offered.

23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

(a) Inland Transportation, Insurance and Incidentals:

(i) Inland transportation, insurance and other incidentals for Performance of service to the final destination as stated in ITT Clause 9.2 (ii). The above costs will be added to the tender price.

(b) Performance Schedule:

(i) The Employer requires that the service under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements.

(c) Deviation in Payment Schedule:

(i) The Special Conditions of Contract stipulate the payment schedule offered by the Employer. If a tender deviates from the schedule and if such deviation is considered acceptable to the Employer, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 4 percent per annum.

(d) Cost of Additional Services:

(i) Appendix NIL to the Performance Specifications lists the items and quantities of major services required during the period of contract. The total cost of these services and quantities at the unit prices quoted in each tender will be added to the tender price.

OR

(ii) The Employer will draw up a list of high usage and high value services along with estimated quantities of usage in the period of contract. The total cost of these services and quantities will be computed from additional services unit prices submitted by the Tenderer and added to the tender price.

OR

(iii) The Employer will estimate the cost of additional services in the period of contract, based on information furnished by each tenderer as well as on past experience of the Employer or other Employers in similar situations. Such costs shall be added to the tender price for evaluation.

(e) Additional Service Facilities in India:

The cost to the Employer of establishing the minimum service facilities as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.

(f) Additional Cost of Services:

Since the additional costs of the services under procurement form a major cost of the services, these costs will be evaluated as follows:

(i) Costs of employer contribution shall be based on number of days of services per year for years at a charge of Rs. NIL;

(ii) Additional services costs shall be based on No. of days of actual services provided by the Tenderer in response to the Performance Specifications or based on past actual figures for similar services already in use with the Employer; and

(iii) All future costs will be discounted to present value at a discount factor of .10 percent.

(g) Performance and Productivity of the Services:

(i) Tenderers shall state the ensure performance or efficiency in response to the Performance Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs. will be added to the tender price, representing the actual cost of additional services over the life of the contract using the methodology specified in the Performance Specifications

23.5 Service offered shall have a minimum productivity specified under the relevant provisions in Performance Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of service offered in

the tender and adjustment will be added to the tender price using the methodology specified in the Performance Specifications.

24. Contacting the Employer

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Employer on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Employer in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post qualification

25.1 In the absence of prequalification, the Employer will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause11.2 and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Employer deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Employer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

26.1 Subject to ITT Clause 28, the Employer will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Employer's right to vary Quantities at Time of Award

27.1 The Employer reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of service and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

28. Employers Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award.

29.1 Prior to the expiration of the period of tender validity, the Employer will notify the successful tenderer in writing by registered letter or by email, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Employer will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4 If, after notification of award, a tenderer wishes to ascertain the grounds on which its tender was not selected, it should address it's request to the Employer. The Employer will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Employer notifies the successful tenderer that its tender has been accepted, the Employer will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Employer.

31. Performance Security

31.1 Within 21 days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security of 5 % in accordance with the Conditions of Contract, in the Performance Security Form (Section-XI) provided in the tender documents or in another form acceptable to the Employer.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderers/ Service Provider/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set for as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement processor in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

DATA SHEET

1. Eligible Tenderers

1.1 Tenderers shall not be debarred by the any Government of Karnataka and Government of India agencies and or affiliated to GoK and GoI.

2. Clarification of Tender Documents

2.1 Tender may obtain any clarification in the pre-bid or 15 days prior to dead line for submission of tender whichever is earlier.

3. Documents Constituting the Tender (Additional)

3.1 Additional Documents.

(h) Appointment orders of personnel listed in schedule of requirement.

3.2 If the tenderer fails to submit documents as per ITT Clause 7 treated as non- responsive and will be rejected without giving any reasons.

4. Tender Form

4.1 Other forms alike Power of Attorney, Affidavit/Declaration, Notification of Award, Details of Services provided in (Section-VIII).

5. Tender Prices

5.1 (i) The tenderer shall indicate the service charges in percentage (in KPP portal only).

(iii) Deleted

(iv) Deleted

5.2 (V) Service charge provided in column No.4&5 of table 2 in price schedule activity table shall be mentioned in KPP portal.

6. Document Establishing Tenderers Eligibility and Qualifications:

6.1 (b) Documentary evidence of Qualification Criteria.

i. (a). The copy of the Audit Report, Balance sheet of the Service Provider for the preceding five assessment years (AY 2021-22, to 2025-26) audited by a Chartered Accountant;

(b). The Prospective Tenderer should have successfully carried out providing/ supplying of Manpower such as Engineers for offices at GBA Recruitment Section and its associated offices in any CENTRAL/STATE/SEMI GOVERNMENT ORGANIZATION OR ANY ULBS establishment for not less than 100 civil Engineers in a single contract continuously for any One year (2021-22 to 2025-26).

C) The copy of Certificate of Registration under Professional Tax issued by Commercial Tax Department, Government of Karnataka.

D) The value of single largest contract at a unit should be not less than Rs.143.00 Lakhs per annum. Two years in five finical year (2021-22 to 2025-26).

ii. The copy of ISO 9001/2008 Certificate issued by competent authority.

iii. The copy of PAN CARD and TAN of Individual/Firm/Company in case of Proprietorship/Partnership/Private Limited Company respectively.

iv. The copy of current registrations in the PF, ESI, GST organizations & with any other authority as required under existing laws.

v. Tenderer shall have their registered/ corporate office/ regional office and business Establishment

vi. The copy of GST payment challans for last 3 years (2021-22 to 2025-26)

vii. The Copy of the valid Certificate of Registration in Labour Department/Certificate of Incorporation in case of company.

viii. The copy of payment of all statutory taxes like GST, professional Tax, timely payment of TDS deducted to IT department for the preceding Five years, (2021-22 to 2025-26).

ix. The bidder shall mandatorily upload a Presentation on Work Methodology, deployment strategy, statutory compliance mechanism, and execution plan as part of the Technical Qualification documents in the KPPP portal, and the same may be considered during technical evaluation

x. Tenderer should preferably have been incorporated in Karnataka. If incorporated elsewhere, should have necessary permission/license to operate in Karnataka. The Tenderer Company shall be registered under the companies Act, 1956. Tenderer operational in Karnataka is preferred. The bidder should have office in Bangalore.

xi. Prior experience of services to Government, PSUs will be an added advantage

xii. The copy of proof for registered head office of the Manpower agency in

Karnataka/Bangalore and existence in providing Manpower for a minimum period of 5 years as on 01.04.2021 in Karnataka.

xiii. The copy of the Income Tax return filed by the Service Provider for the preceding three Assessment years (AY (2021-22 to 2025-26) in the Income Tax Department and assessment orders received if any.

xiv. The copy of declaration that the agency should not have been penalized for violating Labour Laws in the court and should submit a undertaking for not paid fine for violating the Labour Laws in the court (declaration as per format in section IX C).

xv. The copy of declaration that Service Providers shall not have been blacklisted by any State/Central Government/UTs organization for any reason whatsoever. Self-attested affidavit on Rs.500/- stamp paper (Section-IX C) is to be given in this regard by the authorized person of the firm

xvi. Achieved in at least two financial year's annual financial turnover of Rs. 575.00 Lakhs (CA Certificate to be uploaded) in past 5 Years

7. Earnest Money Deposit

Earnest Money Deposit of Rs.4,32,000/- (Rupees Four Lakhs and Thirty Two thousand Only) shall be paid in the form as required in the KPP portal.

8. Submission of Tenders

8.1 The service provider shall submit tender in TWO COVER system i.e. Performance and financial. The tenderer shall upload documents mentioned in ITT 7.1 in the Performance folder and no documents in the financial folder. However, the details of information for financial folder shall be provided in the procurement portal as per the requirement of e-portal.

8.2 The Service provider shall submit in a sealed cover containing a copy of Performance documents uploaded in the KPP portal along with original power of attorney, affidavit within 5 days after last date of submission of tender to office of the Commissioner. The price schedule activity form duly filled shall be submitted after opening of financial bid.

9. Deadline for Submission of Tenders.

9.1 Tenders must be submitted/ uploaded by the tenderers no later than the date: 27.07.2026 and time 4.00 PM specified for the submission of tenders through the e-procurement platform. The e-procurement platform will not accept the tenders after the stipulated date and time (as per the e-procurement platform time).

10. Opening of Tenders by the Employer

10.1 The Employer will open/unlock the first folder i.e. technical bids on date: 01.08.2026 at 4.00 PM of all the tenders uploaded through the KPP portal. The Employer will open/unlock the second folder i.e. financial bids on date: 03.08.2026 at 04.30 PM (If Possible) of Technically qualified tenders informed through KPP portal, after decryption of their financial bid by Tender Acceptance Authority which could be viewed automatically by the respective Technically qualified tenderers. In this regard no separate intimation shall be made by the Employer.

11. Evaluation and Comparison of Tenders

11.1 (a) Deleted

11.2 The Employer will evaluate and determine whether each tender meets the eligibility and qualification criteria defined in the tender document. The Employer will draw out a list of Qualified Tenderers

12. Advance Payment

32.3 The Employer will not provide any Advance Payment on the Contract Price as stipulated in the Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

Clause Number	Topic	Page Number
1	Definitions	23-23
2	Application	23-23
3	Standards	23-23
4	Use of Contract Documents and Information; Inspection and Audit by	24-24
5	Patent Rights	24-24
6	Performance Security	24-25
7	Inspection Review Accounting and Auditing	25-26
8	Performance and Documents	26-26
9	Effectiveness of Contract	26-26
10	Commencement of Services	26-26
11	Duration of the Contract	26-26
12	Incidental Service	26-27
13	Actions requiring the Employees Prior Approval	27-27
14	Fairness and Good Faith	27-27
15	Payment	27-27
16	Prices	28-28
17	Change Orders	28-28
18	Contract Amendments	28-28
19	Assignment	28-28
20	Subcontracts	28-28
21	Delays in Service provider's Performance	29-29
22	Liquidated Damages	29-29
23	Termination for Default	29-30
24	Force Majeure	30-30
25	Termination for Insolvency	30-30
26	Termination for Convenience	31-31
27	Settlement of Disputes	31-31
28	Limitation of Liability	32-32
29	Governing Language	32-32
30	Applicable Law	32-32
31	Notices	32-32
32	Taxes and Duties	32-32

SECTION III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Employer and the Service provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper Performance of its contractual obligations;

(c) "The Service" means all the service, which the Service provider is required to provide to the Employer under the Contract;

(d) "Service" means service ancillary to the provider of the Service, such as insurance, and other obligations of the Service provider covered under the Contract;

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Employer" means the organization purchasing the Service, as named in SCC.

(h) "The Employer's country" is the country named in SCC.

(i) "The Service provider" means the individual or firm providing the Service under this Contract.

(j) "The Government" means the Government of Karnataka State.

(k) "The Project Site", where applicable, means the place or places named in SCC.

(l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not super seeded by provisions in other parts of the Contract.

3. Standards

3.1 The Service provided under this Contract shall confirm to the standards mentioned in the Performance Specifications and Qualification Information/ Criteria, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Service' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Service provider shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Service provider in Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such Performance.

4.2 The Service provider shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Service provider's Performance under the Contract if so required by the Employer.

4.4 The service provider shall permit the Government to inspect the Service provider's accounts and records relating to the Performance of the Service provider and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

5.1 The Service provider shall indemnify the Employer against all third-party claims of infringement of patent, arising from use of the Service or any part thereof in India.

6. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Service provider shall furnish performance Security to the Employer for an amount of 5% of the Contract Value, valid up to 45days after the date of completion of performance obligations.

6.2 The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.

6.3 The performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Employer; or

(b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favor of the Employer; or

(c) Specified small savings instruments pledged to the Employer.

6.4 The performance security will be discharged by the Employer and returned to the service provider not later than 60 days following the date of completion of the service provider's Performance obligations, including any warranty obligations, under the contract.

6.5 In the event of any contract amendment, the service provider shall, within 20 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract as amended for 60 days after the completion of Performance obligations including warranty obligations.

7. Inspections Review Accounting and Auditing:

7.1 The Employer or its representative shall have the right to inspect and/or to test the Service to confirm their conformity to the Contract specifications at no extra cost to the Employer. SCC and the Performance Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Service provider in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Service provider or its subcontractor(s), at point of Performance and/or at the Service final destination. If conducted on the premises of the Service provider or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and performance data - shall be furnished to the inspectors at no charge to the Employer.

7.3 Should any inspected or tested Service fail to conform to the specifications, the Employer may reject the service and the Service provider shall either replace the rejected Service or make alterations necessary to meet specification requirements free of cost to the Employer.

7.4 The Employer's right to inspect, test and, where necessary, reject the Service after the Service' arrival at Project Site shall in no way be limited or waived by reason of the Service having previously been inspected, tested and passed by the Employer or its representative prior to the Service shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the service provider from any obligations under this Contract.

7.6 The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (ii) shall permit the Client or its designated representative periodically, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

8. Performance and Documents

8.1 Performance of the Service shall be made by the Service provider in accordance with the terms specified by the Employer in the Notification of Award. The details of service and other documents to be furnished by the service provider are specified in SCC.

9. Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") service provider to begin the Services as per contract.

10. Commencement of Services

The Out-service provider shall begin carrying out the Services after 10 days from the Effective Date specified in the contract.

11. Duration of the Contract

The Duration of the contract is for a period of 11 months and extendable for further period as decided by the commissioner BSCC by mutual consent. However, the Department has the right to terminate the contract as per GCC 22.

12. Incidental Service

12.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the provided Service;

(b) furnishing of tools required for assembly and/or maintenance of the provided Service;

(c) furnishing of detailed operations and maintenance manual for each appropriate unit of provided Service;

(d) performance or supervision or maintenance and/or repair of the provided Service, for a period of time agreed by the parties, provided that this service shall not relieve the Service provider of any warranty obligations under this Contract; and

(e) Training of the Employer's personnel, at the Service provider's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the provided Service.

12.2 Prices charged by the Service provider for incidental services, if not included in the Contract Price for the Service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Service provider for similar services.

13. Actions requiring the employers Prior Approval:

The Out Sourcing Agency shall obtain the Client's prior approval in writing before taking any of the following actions,

(a) Appointing such members of the Personnel as are listed in schedule of requirement.
(b) Replacing any personnel.
(c) Appointing additional personnel required by the department

14. Fairness and Good Faith

14.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the requirement of this Contract.

14.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

15. Payment

15.1 The method and conditions of payment to be made to the Service provider under this Contract shall be specified in the SCC.

15.2 The Service provider's request(s) for payment shall be made to the Employer in writing, accompanied by an invoice describing, as appropriate, the Service delivered and the Service performed, and by documents, submitted pursuant to GCC Clause9, and upon fulfilment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Employer within 2 months or availability of funds whichever is earlier after submission of the invoice or claim by the Service provider.

15.4 **Submission of Invoices:** The selected bidder/agency must submit the monthly invoice bill, along with all necessary supporting documents (such as verified attendance sheets and statutory remittance chalans), to the designated office of the Bangalore South City Corporation at the **end of each calendar month**.

15.5 **Salary Credit Deadline:** The bidder shall ensure that the monthly salaries/remuneration of all deployed resource persons (Graduate/Diploma Civil Engineers) are credited directly to their respective bank accounts **on or before the 10th day of the following month (Proof of Payments)**, irrespective of whether the corporation has released or reimbursed the previous bills.

15.6 Payment shall be made in Indian Rupees

15.7 The Successful Bidder Should Submit Additional Bank Guarente i.e. The total earnest money deposit (EMD) and performance security required from the bidder must be more than 1.5 times of the engineer's monthly salary expenditure."

15.8 **Penalty Clause for Delay in Salary Disbursement: -**

In the event that the bidder fails to credit the salaries to the deployed employees within the stipulated deadline (on or before the 10th of the month), penalties shall be levied dynamically based on the duration of the delay. The deductions will be applicable on the Service Charges payable to the agency for that particular month as outlined below

Sl. No.	Period of Delay in Credit of Salary	Penalty / Deduction Imposed on Monthly Service Charges	Additional Actions
1	First 7 days of delay	10% deduction of service charges	Warning notice issued
2	Next 15 days of delay	25% deduction of service charges	Review of agency performance
3	Next 30 days of delay	50% deduction of service charges	Show-cause notice issued
4	Next 45 days of delay	75% deduction of service charges	Final notice for compliance
5	60 days or more of delay	100% deduction of service charges	* Forfeiture of Earnest Money Deposit (EMD)* Forfeiture of 5% Performance Security* Immediate termination of contract and blacklisting of the agency.

16. Prices

16.1 Prices payable to the service provider as stated in the contract shall be firm during the performance of the contract.

17. Extension of Contract Duration Base Period: The initial duration of this contract shall be for a period of 11 months from the date of commencement

A) Power of Extension: Any extension of the contract period beyond the initial 11 months shall be at the sole discretion and under the executive power of the Hon'ble Commissioner, Bangalore South City Corporation.

B) Extension Terms: The contract may be extended for a further period as decided by the Commissioner, BSCC, subject to mutual consent, satisfactory performance evaluation of the agency, and continuity of project requirements. The service provider cannot claim an extension as a matter of right.

C) Change of Orders

a. The Employer may at any time, by written order given to the Service provider pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) Performance specifications, where Service to be furnished under the Contract are to be specifically deployed the Employer;

(b) The place of Performance; and/or

(c) The Services to be provided by the Service provider.

b. If any such change causes an increase or decrease in the cost of, or the time required for, the Service provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or Performance schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service provider's receipt of the Employer's change order.

D) Contract Amendments

a. Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

E) Assignment

a. The Service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Employer's prior written consent.

F) Sub-contracts

a. The Service provider shall notify the Employer in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Service provider from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

b. Subcontracts must comply with the provisions of GCC Clause2.

G) Delays in the Service Provider's Performance

a. Delivery of the Service and performance of the Services shall be made by the Service provider in accordance with the time schedule specified by the Employer in the Schedule of Requirements.

b. If at any time during performance of the Contract, the Service provider or its sub-contractor(s) should encounter conditions impeding timely Performance of the Service and performance of Services, the Service provider shall promptly notify

the Employer in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service provider's notice, the Employer shall evaluate the situation and may, at its discretion, extend the Service provider's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

c. Except as provided under GCC Clause 24, a delay by the Service provider in the performance of its Performance obligations shall render the Service provider liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

H) Liquidated Damages

a. Subject to GCC Clause 24, if the Service provider fails to deliver any or all of the Service or to perform the Services within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Service or unperformed Services for each week or part thereof of delay in actual performance or up to a maximum deduction of 10% of the Contract Price. There after the Employer may consider for termination of the Contract pursuant to GCC Clause 23.

I) Termination for Default

a. The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part:

(a) if the Service provider fails to deliver any or all of the Service within the period(s) specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause21; or

(b) If the Service provider fails to perform any other obligation(s) under the Contract.

(c) If the Service provider, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

b. In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Service or Service similar to those undelivered, and the Service provider shall be liable to the Employer for any excess costs for such similar Service or Service. However, the Service provider shall continue the Performance of the Contract to the extent not terminated.

J) Force Majeure

a. Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Service provider shall not be liable for forfeiture of its Performance security, liquidated damages or termination for default, if and to the extent that, its delay in Performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the Service provider shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for Performance not prevented by the Force Majeure event.

K) Termination for Insolvency

a. The Employer may at any time terminate the Contract by giving written notice to the Service provider, if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

L) Termination for Convenience

a. The Employer, by written notice sent to the Service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which Performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.

b. The Service that are complete and ready for shipment within 30 days after the Service provider's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Service, the Employer may elect:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Service provider an agreed amount for partially completed Service and for materials and parts previously procured by the Service provider.

M) Settlement of Disputes

a. The Employer and the service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

   i. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after Performance of the Service under the Contract.

   ii. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

c. Notwithstanding any reference to arbitration herein,

   (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

   (b) The Employer shall pay the Service provider any monies due the Service provider.

N) Limitation of Liability

a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause5,

   (a) The Service provider shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of performance or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service provider to pay liquidated damages to the Employer; and

   (b) The aggregate liability of the Service provider to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective service.

O) Governing Language

a. The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

P) Applicable Law

a. The Contract shall be interpreted in accordance with the laws of the Union of India.

Q) Notices

a. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by mail or facsimile and confirmed in writing to the other Party's address specified in SCC.

b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

R) Taxes and Duties

a. Service Provider shall be entirely responsible for payment of prevailing GST, duties, license fees, octroy, road permits, etc., incurred until Performance of the contracted Service to the Employer.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

GCC Clause No.	Topics	Page No.
1	Definitions	34-34
6.	Performance Security	34-34
7.	Inspection Review, Accounting and Auditing	34-34
8	Performance and Documents	34-34
15	Payment	34-35
23	Termination for Default	35-35
27	Settlement of Disputes	35-36
31	Notices	36-36
33	Service provider Integrity	36-36
34	Service provider's Obligations	36-38

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1.1Definitions

1.1 (b) The Service provider is.....

(g) The Employer is The Commissioner, Bengaluru South City corporation

(h) The employer's country is India

(k) The project sites are Bengaluru South City corporation

6. Performance Security

6.3

(a) Shall submit bank guarantee issued by nationalized bank in the form provided (Section-XI) in the tender document.

7. Inspection Review, Accounting and Auditing

7.1 In pursuant to GCC 7.1 vender shall arrange for inspection review as per the Performance requirement at services sites at Head Office, District, Taluka and Project offices of BSCC. Submit the report confirming the level of performance during review by the Employer.

8. Performance and Documents

8.2 Every month the service provider shall submit the proof of attendance of each personnel duly attested by the respective Office Head, proof of remittance of all statutory deductions like PF, ESI, and Professional tax, Provident Fund, TDS, and GST etc. into respective accounts, along with bills (ECR Report) as supporting documents while making claims.

15. Payment

15.5 Cost Estimates and Ceiling Amount

(i) An estimated cost of the Services payable is set forth in price schedule activity of Section VIII.

(ii) Estimated cost is inclusive of the service charges payable at the rate of ------ % of the total amount reimbursed against the eligible claims and this amount shall be paid along with each monthly claim or as the case may be.

(iii) Except as may be otherwise agreed under Clause GC 24 and subject to Clause GC 15.5(iv), payments under this Contract shall not exceed the ceilings specified in price schedule activity. The Out Sourcing Agency shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of ceilings.

(iv) Notwithstanding Clause GC 15.5(iii) hereof, if pursuant hereof, the Parties shall agree that additional payments, as the case may be, shall be made to the service provider in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 15.5(i) above, the ceiling set forth in Clause GC 15.5(iii) above shall be increased by the amount of any such additional services to the extent of 25 (Twenty-Five) percent of each year.

15.6 Remuneration and Reimbursable Expenditures

(a) Subject to the ceilings specified in Clause GC 15.5(i) hereof, the Client shall pay to the Out Sourcing Agency (i) remuneration as set forth in Clause GC 15.5(ii), and (iii) reimbursable expenditures such as TA/DA incurred by the outsourced personnel while discharging their services as per Annexure F.

(b) Remuneration for the outsourced Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the services as consolidated remuneration, including PF, ESI, PT etc. And also, it includes management contribution and employee contribution to PF and ESI etc., as If applicable (Cost to Company).

(c) **Hike in remuneration:** The remuneration to the outsourcing staff may be considered for enhancement after reviewing the performance of the outsourced personnel by a BSCC.

TERMS & CONDITIONS FOR REMUNERATION OF OUTSOURCED TECHNICAL STAFF

1. Components of Monthly Remuneration

The total monthly billing amount payable to the Service Provider/Agency for providing outsourced technical personnel (Assistant Engineers and Junior Engineers) shall strictly comprise the following three components:

- Component A: Reimbursable Component (Base Salary):

This is a fixed, non-negotiable monthly amount designated as the gross salary payable to the outsourced employee. This entire amount is directly reimbursable to the deployed personnel by the Agency.

- Component B: Statutory Contributions & Deductions:

  This includes all mandatory statutory payments applicable under Central and Karnataka State labour laws, including but not limited to:

  - Employer's Contributions: Employees' Provident Fund (EPF), Employees' State Insurance (ESI), or Labor Welfare Fund (LWF) as legally applicable.
  - Taxes & Statutory Deductions: Goods and Services Tax (GST), Tax Deducted at Source (TDS/Income Tax), Professional Tax (PT), and any other applicable taxes prescribed by law.

- Component C: Service Charges (Agency Commission):
  This is the administrative fee/commission percentage quoted by the Service Provider during the tender bidding process. This percentage shall be calculated exclusively on the baseline Reimbursable Component (Component A).

2. <u>Protection & Payment of Reimbursable Component</u>

- Full Payment Guarantee: The Agency shall pay the Reimbursable Component (Component A) to the deployed Assistant Engineers (AEs) and Junior Engineers (JEs) in full every month.
- Authorized Deductions Only: No deductions shall be made from this baseline salary except for:
- Pro-rata salary deductions for unauthorized leaves or absences exceeding the eligible leave allowance.
- Applicable statutory employee-side tax deductions (e.g., PT or Income Tax).
- Strict Penalty for Unauthorized Deductions: Any unauthorized cut, administrative penalty, or hidden charge imposed by the Agency on the employee's baseline salary shall be treated as a material breach of contract. In such an event, BSCC reserves the absolute right to terminate the contract immediately without prior notice and forfeit the Agency's Performance Security Deposit.

3. <u>Employer's Discretion on Salary Revisions</u>

- Right to Revise: The baseline Reimbursable Component fixed in this tender is subject to revision solely at the discretion of BSCC (The Employer).
- Future Adjustments: BSCC reserves the right to increase or decrease the baseline reimbursable amount at any time during the contract period (e.g., due to revisions in state minimum wage notifications or internal policy updates). The Service Provider shall comply with such revisions without altering their quoted percentage for Service Charges.

4. <u>Statutory Compliance & Proof of Payment</u>

- Direct Bank Transfer: The Agency must credit the monthly salary directly into the bank accounts of the deployed Assistant Engineers and Junior Engineers on or before the 10th day of every calendar month.

- Mandatory Documents for Bill Clearance: Along with the monthly bill invoice submitted to BSCC, the Agency must mandatorily attach:
  - Bank disbursement statement certified by the bank showing direct credit to each employee.
  - EPF & ESI monthly deposit challans and ECR filings corresponding to the deployed staff.
  - GST payment receipts for the preceding month

23. Termination for Default

23.1 (c) If the tenderer/ service provider / any individual / Performance expert / sub-consultant /sub-contractor who has been found at any time of the contract period debarred by the any institutes / department of Government of Karnataka, Government of India etc.

27. Settlement of Disputes any disputes will be resolved at the level of commissioner BSCC.

31. Notices

For the purpose of all notices, the following shall be the address of the Employer and Service provider.

Employer: Executive Engineer, Traffic Engineering and Mobility Cell, 2nd floor, 9th Main Road, Jayanagara 2nd block, Bengaluru -560011.

Service provider: (To be filled in at the time of Contract signature)

33. Service provider Integrity:

The service provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

34. Service provider's Obligations:

The Service provider is obliged to work closely with the Employer's staff, act within its own authority and adhere by directives issued by the Employer and implementation activities.

The Service provider will adhere by the job safety measures prevalent in India and will free the Employer from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service provider's negligence. The Service provider will pay all indemnities arising from such incidents and will not hold the Employer responsible or obligated.

The Service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Service provider will treat as confidential all data and information about the Employer, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Employer.

34.1 Overall Responsibilities of the service provider

a) To identify and provide the suitable candidates for different posts as per the eligibility criteria set out by BSCC (as in Annexure-I of tender document) as and when required and place them at the disposal of the Department at various levels

b) The Manpower deployed by the Manpower Servicing Agency shall be fully dedicated for the services of Bengaluru south city corporation.

c) To provide additional Manpower whenever requirement arises, both short term and long term.

d) To provide and replace the staff whenever required.

e) To provide guidance to the outsourced staff with regard to their roles and responsibilities as per the specific services required by the BSCC.

f) If any of the outsourced staff provided doesn't function satisfactorily, the agency shall provide replacement immediately as required by the department.

g) To develop and follow an exclusive Human Resource Policy to ensure quality required by the department, which is in par with the agreed terms and conditions of the Man Power Agency with the department.

h) To adhere to the provisions of the relevant acts & rules wherever applicable.

i) It is the responsibility of the Agency to pay the loss of article of BSCC due to negligence of the Security Guards.

j) Agency shall mention in the appointment letter of the personnel that he or she should give one-month notice period and transfer of all the data, information, documents, knowledge etc. generated during his or her employment period at the BSCC to the forth coming personnel.

k) Prior he/she resigns to deployed service. Agency shall properly replace the alternate personnel as per contract condition which otherwise liable for liquidated damages as per GCC 22.1.

l) Providing training guidance to recruited candidates with regard to their roles and responsibilities.

m) Providing clear cut guidelines with regard to different rules and regulations such as leave facilities, TA & DA, drawing of advances towards TA & DA and Submission of bills, etc., If applicable

n) Details of Man Power required shall be submitted immediately in consultation with BSCC within 10 days of the Agreement by the Outsourcing Agency. Details of other personnel may be provided as and when required by the BSCC.

o) This information shall be updated as and when the client takes the decision and the same will be modified in of the of the contract. (Additional List of Officers/Officials will be submitted later)

SECTION V: SCHEDULE OF REQUIREMENTS

PART -1 **Details of Staff required and their Qualification and Experience at Bengaluru south city corporation.**

Schedule No.	Sl. No.	Brief Description	Unit	QTY	Educational Qualification	No. of years of Experience in related field
I	Assistant Engineers (Civil)					
	1	The Engineer shall have Knowledge on functioning of Urban Local Bodies in the capacity as engineer, Experience in preparation of Estimates by analyzing field requirements, Tendering Process, Preparation of tender documents including Request for Proposal (RFP) and Draft Concessionaire Agreements, Bid Process Management, Preparation of Technical Reports, Tender Publishing in KPPP and/or .Experience in executing Black topping, White topping works and Flyover works etc. and/or Experience in projects involving conducting road survey, joint survey with other department like BESCOM, BWSSB and Dult etc. and/or Field experience in works related to activities involving field inspection, supervision of PQC works executing in night time 6.Field measurement and recording of executed civil works etc., maintenance of roads as a pothole free and ongoing works in site and office	No.	25	B.E/B. Tech in Civil Engineering from A Recognized University	2 Years of Experience in any Central/State/ Semi Government
	Sub Total			**25**		
	Junior Engineers (Civil)					
	1	The Engineer shall have Knowledge on functioning of Urban Local Bodies in the capacity as engineer, Experience in preparation of Estimates by analyzing field requirements, Tendering Process, Preparation of tender documents including Request for Proposal (RFP) and Draft Concessionaire Agreements, Bid Process Management, Preparation of Technical Reports, Tender Publishing in KPPP and/or .Experience in executing Black topping, White topping works and Flyover works etc. and/or Experience in projects involving conducting road survey, joint survey with other department like BESCOM, BWSSB and Dult etc. and/or Field experience in works related to activities involving field inspection, supervision of PQC works executing in night time 6.Field measurement and recording of executed civil works etc., maintenance of roads as a pothole free and ongoing works in site and office	No.	20	Diploma in Civil Engineering from Recognized University Experience: Minimum.	2 Years of Experience in any Central/State /Semi Government
	Sub Total		**20**			
	Grand Total		**45**			

Note:

1. The total number of resource persons to be deployed under this contract is **45 Nos (forty-five)**, comprising 25 Assistant Engineers (Civil) and 20 Junior Engineers (Civil).

2. **Fresher Deployment Mandate:** Out of the total 45 deployed personnel, **10% (equivalent to 9 or 10 members)** must be recruited as freshers to the job

3. **Relaxation of Experience Criteria:** For the designated fresher positions, the minimum requirement of 2 years of experience outlined in the qualification criteria shall be waived. However, they must possess the requisite educational qualifications (B.E./B.Tech or Diploma in Civil Engineering) from a recognized university.
4. The Services shall be commenced within 15 days from date of contract signed by Employer.
5. The period do services shall 11 months after commencement or termination as per contract whichever is earlier.
6. The Successful Bidder Should Submit at least 100 members of engineer out of which the 45 employes will be selected based on interview Process by a committee formed at BSCC under chairman ship of commissioner BSCC.

Working Hours, Overtime, Leave and Holidays and performance of employees

1. **Working hours**: The key staff and supporting staff provided by the Out Sourcing Agency to the Client shall work during the hours of the project office, unless otherwise remain absent due to travel on duty.
2. **Overtime:** The key personnel and supporting staff provided by the Out Sourcing Agency are not entitled to any overtime spent in providing consulting service to the project. However, during exigencies, it is required to function beyond office hours**,** for which no extra remuneration will be paid.
3. **Leave:** During the tenure of the project, the personnel and supporting staff rendering consulting services provided by the Out Sourcing Agency to the Client are entitled for following types of leave;

   a) 12 days casual leave in a calendar year i.e. one day per month for every completed month with the condition that. If in case of extraordinary leave used in advance and resigns subsequently, the salary for the excess number of CL shall be deducted out of salary.

   Holidays: All the general holidays and national holidays during which the project office remains closed are also to be treated as paid holidays to the key personnel and supporting staff provided by the Out Sourcing Agency to the Client. However, during the exigencies, it is required to function on holidays for which no extra remunerations will be paid.
4. **Performance of employees: -** Quarterly Performance Review: The performance of the deployed resource persons (Graduate/Diploma Civil Engineers) shall be reviewed once every 3 (three) months by the Hon'ble Commissioner or the Chief Engineer, BSCC.

5. **Removal Based on Adverse Report:** If the concerned Executive Engineer reports that any deployed engineer is not performing their duties satisfactorily or is found lacking in proper conduct/workplace standards, a formal recommendation for removal shall be put forward.
6. **Replacement Timeline:** Upon receiving the official recommendation and direction from the Commissioner or Chief Engineer, the agency/bidder must remove the concerned engineer immediately and provide an equally qualified replacement within 7 (seven) days, failing which liquidated damages may be levied as per contract terms

SECTION VI - PERFORMANCE SPECIFICATIONS

Sl. No.	Performance Specification	Compliance (Yes/No)
1	The Agency shall issue a formal work order to all the personnel deployed under this contract along with all the relevant details and terms and conditions of appointments and submit the copy of the same to Watershed Development Department.	
2	The Agency shall issue ID cards with Name, Designation and Photo of the employee details to all the employees with Agencies logo.	
3	The Agency shall furnish remuneration slips to all the employees indicating Gross remuneration and Net remuneration showing all the statutory deductions.	
4	The agency shall make the payment of remuneration to the employees within the 10th of following month and submit the bills for reimbursement within the 10th of the following month with payment details, statutory deductions and all the details.	
5	The agency shall pay the remuneration of the employees every month within stipulated date irrespective of whether earlier bills are reimbursed or not by BSCC for a minimum period of 6 months.	
6	The Agency shall make the payment of remuneration to staff deployed through individual Bank Account and shall remit all statutory deductions like ESI, PF, professional Tax and TDS to the designated authorities along with the Agency's contribution as per law, wherever applicable. If it fails to do so, it will be the breach of contract. Therefore, Watershed Development Department has the discretion to cancel the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the contract and or pertinent laws If applicable	
7	The Agency shall submit the TDS, PF, Professional Tax and ESI remittance challan of the staff deployed under this contract separately with all employee wise details along with the monthly bills. The Agency shall also submit the copy of the remittance of GST to the appropriate authorities along with the bills, If they fail to do so, payment of bill will not be processed. If applicable	
8	Remuneration for the deployed personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the services as consolidated remuneration, including PF, ESI, PT etc. And also it includes management contribution and employee contribution to PF and ESI etc, as applicable (Cost to Company). If applicable	
9	The Agency shall maintain proper records pertaining to outsourced staff deployed including the remuneration slips, disbursement of remuneration, and remittance of payments to the various statutory authorities and present the same to the Watershed Development Department concerned authorities on monthly basis for verification.	

10	The Agency shall maintain the muster roll/ pay roll and other relevant particulars pertaining to the staff deployed and shall make available for inspection by the officials of Watershed Development Department, Labour Department and any other concerned department as and when required by them.	

11	The Agency shall not sublet the contract. If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the Agency concerned.	
12	The scopes of services in respect of number of employees are liable for **25%** addition, deletion and modification and are at the discretion of the BSCC	
13	Agency shall mention in the appointment letter of the personnel that he or she should give one-month notice period and transfer of all the data, information, documents, knowledge etc. generated during his or her employment period at the BSCC to the forth coming personnel	
14	Provide training and or guidance with regard to leave facilities, Drawing of Advances, Submission of bills etc., a to recruited candidates with regard to their roles and responsibilities.	
15	The Agency shall monitor the performance and overall management of the personnel deployed in the employer office.	
16	The Agency shall instruct the deployed personnel to submit the work diary to the respective office heads on monthly basis for review purpose	
17	The responsive Lowest (L1) Man Power Agency shall submit 5 percent performance security deposit as a Bank guarantee to that extent contract value from a Nationalized Bank within 21 days of Agreement.	

SECTION VII: QUALIFICATION CRITERIA

Provide the attested copy for following details in respect of the Service Provider:

Sl no.	Description	For Office Use Only Points Allotted	Points Obtained
1	Tenderer shall have their registered/ corporate office/ regional office and business Establishment	Yes / No If "No", the bid will be rejected	
2	The Tenderer should be an Agency with more than Providing at least **100Nos**. Engineers with fully operational facility and experience in executing similar projects in the area of Central/State Government / PSU/ULBS service with the annual value of a single largest contract at a unit should be not less than Rs**143.00** lakhs per annum on a daily operation in past 5 years	Yes / No If "No", the bid will be rejected	
3	Achieved in at least two financial year's an average annual financial turnover of **Rs.** 575.00 **lakhs** (CA Certified Annual Turnover Certificate to be attached) in past 5 Years (from 2021-22 to 2025-26	Yes / No If "No", the bid will be rejected	
4	The bidder shall upload an undertaking stating that salaries/remuneration of all deployed employees have been regularly paid on or before the 10th of every month and that all statutory compliances such as EPF, ESI, GST, PT, and Labour regulations have been duly maintained. The bidder shall also upload a valid Labour Department NOC/Certificate confirming that no labour case, dispute, blacklisting, or statutory violation is pending against the firm/company.	Yes / No If "No", the bid will be rejected	
5	Tenderer has minimum Five years i.e.; 2021-22 to 2025-26 experience service personnel called in this tender). The Tenderer should be a Agency with more than Providing 100 Nos. Engineers with fully operational facility and experience in executing similar projects or any single consultancy services of work order amount not less than Rs. **143.00 Lakhs** in the area of Central/State Government / PSU/ULBS service.	**20 Points**	

6	If Tendering agency (Service Provider):Specific valid license/registration from the 1. Labour Department (10 Points) 2. PAN (05 Points) 3. Registration / Allotment no. for GST (5 Points) Registration / Allotment no. for PT (5 Points)	**25 Points**	
7	Achieved in at least two financial year's an average annual financial turnover of **575.00 lakhs** in past 5 Years	**15 Points**	
8	Whether Income Tax returns filed for the past 3 years i.e., for the year, 2023-24 to 2025-26)(4 Points for each year)	**10 points**	
9	Whether GST/ST and PT return filed for the past 3 years i.e., for the year 2023-24 to 2025-26)(attach copy) • For GST/ ST returns (2 Points for each year) • For PT returns (1 Point for each year)	**5 points**	
10	Whether 9001 & 27001 ISO Certificate Registered	**05 Points**	
11	The bidder shall mandatorily upload a Presentation on Work Methodology, deployment strategy, statutory compliance mechanism, and execution plan as part of the Technical Qualification documents in the KPPP portal, and the same may be considered during technical evaluation.	**20 Points**	

Note:-

Maximum points allotted100 points (One Hundred) and a minimum of 80 points required to qualify

SECTION VIII:

(A) TENDER FORM

Date:……. **IFT No:……..**

To:

The Commissioner
Bangaluru south city corporation

2nd floor, 9th Main Road, Jayanagara

2nd block, Bengaluru -560011

Dear Sir / Madam,

Having examined the Tender Documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide and deliver……*(Description of Service and Services)* in conformity with the said tender documents for the sum of ……*(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the service in accordance with the Performance schedule specified in the Schedule of Requirements. If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to attend by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents. Dated this ..... day of .....

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

_____

Note: This Form is to be completed and signed by the tenderer and uploaded on the KPP portal.

(B) PRICE SCHEDULE ACTIVITY

Table-1 : Details of Monthly Remuneration of Technical Staffs under Bengaluru south city corporation

Table-1: Re-embossable part

Sl no	Description	Unit	Qty	Salary per person/month in Rs.
1	**2**	**3**	**4**	**5**
1	Junior Engineer	No	20	45,000.00
2	Assistant Engineer	No	25	50,000.00
	Total Rs		**45**	

Table-2: Provision is made on e –procurement portal to upload the price Activities which need to be performed by Service Provider for which payment will be made at his quoted and agreed percentage

Tender No	Total number of Technical Staffs as per column 4 of Part-1	Value of the Remuneration as per column 5 of Part-1 (in lakhs) (inclusive of all appl Taxes)	Service Charges as percentage of value of Tender	
			Percentage in No (e.g. %)	Percentage in words
1	2	3	4	5
	45	2,87,45,000		

Table-3: Applicable Taxes, Duties, and Statutory Deductions for Manpower Services

Sl No.	Tax / Duty Category	Applicable Type / Component	Rate / Statutory Clause	Responsibility & Compliance Requirements
1	Goods and Services Tax (GST)	Central GST (CGST) + State GST (SGST) / IGST	18% (or as amended by GoI/GoK from time to time)	Paid extra by the Employer on the cumulative value of Remuneration and Service Charges. The Agency must upload the valid GST payment challans with monthly bills for verification.
2	Income Tax (TDS)	Tax Deducted at Source (TDS) on Contractual Payments	As per prevailing Income Tax Act, 1961 guidelines	Deducted by the Employer at the time of releasing payments. The Agency must ensure timely remittance of TDS deducted for its personnel and submit quarterly TDS acknowledgments.
3	Professional Tax (PT)	Karnataka Professional Tax	As per GoK Commercial Taxes Department slabs	The Agency must hold a valid PT Registration Certificate and submit monthly proof of remittance along with the bills.

Note:

1. The bidder Should quote only for Service Charges
2. No monthly invoice will be processed for payment unless it is accompanied by employee-wise separate statutory challans demonstrating the successful deposit of GST, TDS, PT, EPF, and ESI for the preceding month.

3. The GST shall be paid extra in accordance with prevalent laws as amended from time to time.
4. The value of the bid is an indicative figure of likely yearly payment to personnel deployment. The actual payment will differ based on number of personnel actually deployed. The actual services charges shall be paid each month as per the financial bid to the tender winner for actual monthly payment to deployed personnel as per schedule of requirement.
5. In case more than one bidder emerge as L1 (Lowest Bidder) after fulfilling all the require Qualification Information/ Criteria, decision will be taken on basis of the following:
   a. Based on the number of similar natures of work (providing man power) done in last three years (2021-22, to 2025-26)
   b. If this also fulfilled by the bidders, then the bidder with ISO certification is considered among the two or more or by lottery system as per the approval of Commissioner and Chief Engineer.
6. The values mentioned in the column No.4&5 of table-2 shall be quoted in the financial bid details sheet in KPP portal.
7. The above form shall not be submitted to BSCC along with other technical documents.
8. This form is for information of the bidders only and not to be completed and upload on the KPP portal.

Table-3: Summary of the Total Cost of the Contract

Sl. No.	Item	Monthly Exp. in Rs (inclusive of all appl Taxes)	Annual Exp in Rs. (inclusive of all appl Taxes)
1	Remuneration of Outsourced Personnel	26,13,181.00	2,87,45,000.00
2	Service Charges for the Out Sourcing Agency		
	Total		

Signature of Tenderer

……

Name and address:

……

Section IX: Details of Service Provider, Power of Attorney and Affidavit/Declaration

A. Details of Service Provider:

1) General Information

Sl.No.	Details to be furnished		
1.	Name and address of the Agency: (as per the Registration Certificate, (enclose copy).	:	
2.	Local Address of the Agency	:	
3.	Registration No. and date	:	
4.	Details of contact person : **a.** Name **b.** Phone and Fax Number (Office) **c.** Cell Number **d.** E-mail ID	:	
5.	PAN and TAN numbers		
6	GST registration number	:	

2) Details of Annual Turnover, GST, PT, PF, ESI, IT, TDS etc., :

(Rs. In lakhs)

Year	Turnover as per Audit Report	Professional Tax	GST Remitted	Professional Tax Remitted	Total Remuneration Dispersed	Income Tax Remitted	Quarterly Acknowledgement for TDS				No. of Employees Registered under ESI	ESI Remitted			Details of Provident Fund Remitted		
							1 Q	2 Q	3 Q	4 Q		Employer	Employee	Total	Employer	Employee	Total
2018-																	
2019-																	
2020-																	

Yours faithfully

Authorized Signatory

Name and designation of the Signatory.

B. *POWER OF ATTORNEY* **(On Rs. 500/- stamp paper)**

Date: ……..

To:

The Commissioner
Bangaluru south city corporation
2nd floor, 9th Main Road, Jayanagara
2nd block, Bengaluru -560011

Sir/Madam,

I / We, …….. Authorized to represent M/s……(Name and full address of registered office) do hereby authorize Mr. / Ms …… to sign and submit the tender against your IFT [title and reference number of the Invitation for Tenders]. All the terms and conditions including undertakings submitted by him / her are binding on us.

For and on behalf of M/s……..
Authorised Signatory

(Signature)

Name:……..

Designation:……..

Note: This Form is to be completed and uploaded on the KPP portal.

C. *AFFIDAVIT/DECLARATION:* **(On Rs. 500/- stamp paper)**

To:

The Commissioner
Bangaluru south city corporation
2nd floor, 9th Main Road, Jayanagara
2nd block, Bengaluru -560011

A. Affidavit

I / We, …….. Who is / are Authorized to sign and submit the tender against your IFT [title and reference number of the Invitation for Tenders] do hereby undertake as follows:

i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,

ii. any of our personnel, representatives, Service Provider and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,

iii. I have read and understood the terms and conditions relevant to the notification no._____dated_____and submitted the tender in accordance with the terms and conditions of the above referred notification.

iv. The information furnished in the tender are true and factual and I clearly understand that our tender is liable for rejection, if any information furnished is found to be incorrect and not factual at any point of time of the department will have right to initiate any action deemed fit.

If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the Employer including rejection of our tender, annulment of contract and blacklisting.

B. Declaration:

I./We _____ declare that:

i. Our firm has been legally compliant by all laws, regulations and provisions made by Government of India / any State Governments.

ii. Our firm has not been under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

iii. My /our firm/ Company/Society/Trust/Organization has not been debarred/ blacklisted by any Central Government/ State Government/Govt. Departments and/or Agency such as UN/bilateral/multi-lateral funding/partner Agency and corporate including CPSEs, at any time for services of any description.

iv. Our firm have not been penalized for violating Labour Laws in the court and should submit a undertaking for not paid fine for violating the Labour Laws in the court.

v. indemnify and compensate the Employer from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,

vi. Our firm / company, M/s. …….. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.

Authorized signatory for the tenderer

Signed: _____

Name: _____

Designation:_____

Date: _____

Note: This Form is to be completed and uploaded on the KPP portal.

SECTION X: PERFORMANCE SECURITY BANK GUARANTEE FORM

To,
The Commissioner BSCC
Bangaluru south city corporation
2nd floor, 9th Main Road, Jayanagara
2nd block, Bengaluru -560011

WHEREAS.....(Name of Service provider) hereinafter called "the Service provider" has undertaken, in pursuance of Contract No.....dated, 20. …….. to provide..... (Description of Service and Service) hereinafter called" the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service provider shall furnish you with a Bank Guarantee by a Nationalized bank for the sum of **Rs.--------**therein as security for compliance with the Service Provider's Performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service provider, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee)as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....

.....

Date.....20....

Address: .....

.....

SECTION XI: CONTRACT FORM

CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20...Between……*(Name of Employer)* of……*(Country of Employer)* (hereinafter called "the Employer") of the one part and ..... *(Name of Service provider)* of…… *(City and Country of Service provider)* (hereinafter called "the Service provider") of the other part :

WHEREAS the Employer is desirous that certain Service and ancillary service viz., *(Brief Description of Service and Service)* and has accepted a tender by the Service provider for the provider of those service and service in the sum of ..... *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Tender Form and the Price Schedule activity form submitted by the Tenderer;
   (b) the Schedule of Requirements;
   (c) the Performance Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Employer's Notification of award.
3. In consideration of the payments to be made by the Employer to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the Employer to provide the service and service and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service provider in consideration of the provision of the service and service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

   Brief particulars of the service and service which shall be provided/provided by the Service provider are as under:

SL. NO.	BRIEF DESCRIPTION OF SERVICE& SERVICES	QUANTITY TO BE PROVIDED	UNIT PRICE	Total Price	PERFORMANCE TERMS
	TOTAL VALUE:				

PERFORMANCE SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the ……said

(For the Employer)

in the presence of: .....

Signed, Sealed and Delivered by the

said…… (For the Service provider)

in the presence of: .....

SECTION XII : Pro-forma for Performance Statement for the last Five years

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Name of the Firm: ……..

Year	Name of the Services Provider	Name of the Employer	No of persons deployed	Value of the contract awarded	Date and commencement of the contract	Date of completion of the contract	Attach certificate of satisfactory completion of contract (yes/No)	Remarks indicating reasons for late delivery if any.
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
2021-22								
2022-23								
2023-24								
2024-25								
2025-26								

Signature and Seal of the Tenderer: